

**MEMORANDUM OF SETTLEMENT
BETWEEN**

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

AND

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

June 18, 2019

This Memorandum of Settlement forms a Tentative Agreement between the parties, which will be subject to the normal ratification process of each party.

The attached documents constitute a full settlement of all issues and proposals in the current round of negotiations. The collective agreement shall be amended according to the attached.

The Parties agree to recommend to their respective principals the terms and conditions contained in the Tentative Agreement.

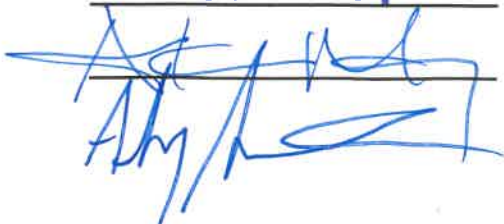
Signed at Edmonton, Alberta this _____ day of June, 2019.

FOR THE EMPLOYER



David Head

18 June 2019


Amy

FOR THE ASSOCIATION



ERIC STRIKWERDA

18 June 2019

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal August 2, 2018

Article 1 – Definitions

1.5. "Executive Officer" shall mean:

- a. a "President", "Provost", "Vice-President", "Associate Vice-President" "Chief Human Resources Officer" of Athabasca University acting as the senior administrative officer of a division ~~of Athabasca University~~ or a person authorized or delegated to act in that capacity;

OR

- b. ~~the President acting as the senior administrative officer for those organizational units or functions not within a division administered by a Vice President;~~


1.6. "Centre or Department Chair" shall mean the representative of an academic centre, nominated by and from the members of the ~~eCentre or Department~~, and appointed by the appropriate Executive Officer (or designate). Although the chair will undertake what might be termed managerial or supervisory duties related to ~~eCentre or Department~~ activities, the chair will not be deemed a "supervisor" under the terms of this agreement.

1.12. "Working Day" shall mean any day during which the Central Offices of Athabasca University are open (normally, Monday to Friday).

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 1st day of August, 2018


Athabasca University Faculty Association


The Board of Governors of
Athabasca University
DAVID HEAD

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

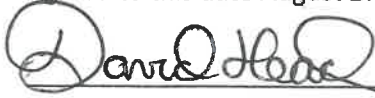
And

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

AUFA Offer August 27th 2018

2.3.9 The board shall make available to the Association and its members an electronic copy of the amended Agreement.

Agreed to this date August 27th 2018



AU Board of Governors



Athabasca University Faculty Association

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

And

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

Board Proposal October 26, 2018

3.5.4. If the appropriate Executive Officer ^{§1.} ~~approves~~ ^(or designate) a recommended candidate, the Executive Officer shall request the President to make an offer of appointment to the recommended candidate, specifying the classification/rank, salary, and other conditions, and the President (or designate) shall make available an electronic copy of the Agreement.

3.6.10. d. The Executive Officer shall contact both external referees by letter and provide them with any supporting documentation provided by the Staff Member requesting promotion, together with access to an electronic copy of the Agreement, a copy of the Staff Member's current role description, and a copy of the current Athabasca University Calendar. The Staff Member shall receive copies of these letters.

*The parties agree to this proposal "in principle," subject to reaching agreement on all proposals.

Agreed to this 26th day of October 2018



Athabasca University Faculty Association



The Board of Governors of Athabasca University

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal January 22, 2019

ARTICLE 3

Regular Appointment, Probation, Determination and Performance of Duties, and Promotion for Academic Staff Members

SS.
3.8.1
d. Lecturer

Master's degree or specialized baccalaureate qualification with appropriate experience; or acceptable professional qualification directly relevant to the disciplinary area, for example, CPA, CA, RIA;

Some academic professional experience desirable.

e. Academic Co-ordinator

~~Master's Degree or equivalent. One to three years directly relevant experience in distance learning and digital teaching technologies; course coordination, teaching and course revision skills. , adult and/or non-traditional distance education. Strong course administration skills. Master's degree or specialized qualification.~~

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 22nd day of January, 2019


Athabasca University Faculty Association


The Board of Governors of
Athabasca University
ALAIN MAY

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal January 16, 2019

Consequential amendments to the Deletion of Schedule D.

3.4 Term Assignment

3.4.1 Where a regular Staff Member is appointed for a specified term to a professional position ~~on Schedule D~~, the Staff Member shall have the right to return to the Staff Member's previous position or to an equivalent position at the salary and rank the Staff Member would have had if the Staff Member had continuously occupied that position. Prior to the commencement of the term assignment the Staff Member, the Staff Member's supervisor, and the appropriate Executive Officer shall reach an understanding regarding ~~which~~ the position to which the Staff Member is likely to return ~~to~~.

4.4 Term Assignment

4.4.1 Where a regular Staff Member is appointed for a specified term to a professional position ~~on Schedule D~~, the Staff Member shall have the right to return to the Staff Member's previous position or to an equivalent position at the salary and rank the Staff Member would have had if the Staff Member had continuously occupied that position. Prior to the commencement of the term assignment the Staff Member, the Staff Member's supervisor, and the appropriate Executive Officer shall reach an understanding regarding the position to which the Staff Member is likely to return.

4.7.1 a. Professional Staff Members may be promoted in two ways:

- i. as outlined in the Position Evaluation section (Section 4.5)
- ii. as a result of being a successful applicant to any a professional position ~~on Schedule D~~ to which a higher salary range is attached.

b. With reference to 4.7.1 a. ii. above, the following shall apply:

- i. The appointment procedures as outlined in Section 4.6 shall apply.
- ii. Notwithstanding Section 4.6, in the case of applicants with equal qualifications, first consideration shall be given to internal applicants.

c. In addition to (a) and (b) above, the Search Committee shall consider the applicant's qualifications with reference to Section 4.8.1.

6.6 Acting Pay

6.6.1 When a Staff Member is assigned by the appropriate Executive Officer and serves for a continuous period of 42 working days or longer on an acting basis to a professional position on Schedule D that has a higher minimum salary than the Staff Member's current salary, the Staff Member's salary shall be the minimum salary of the range for the position to which the acting appointment was made.

6.6.2 When a Staff Member is assigned by the appropriate Executive Officer and serves on an acting basis in a professional position on Schedule D that has a lower maximum salary than the Staff Member's current position, the Staff Member shall continue to receive the Staff Member's current salary for the acting period.

Schedule E:

Position Evaluation System

Introduction:

~~The Governors of Athabasca University (the Board) and the Athabasca University Faculty Association (AUFA) agreed during the fall 1982 Terms and Conditions negotiations to develop and implement a position evaluation system for positions listed on Schedule E. The resultant system was to be implemented on July 1, 1984.~~

~~Article 26 Position Evaluation, which was not continued in this Agreement, outlined the general process of developing and implementing a position evaluation system, while Schedule E listed the positions that would be subject to such a system. Established by Article 26, a Joint AUFA the Board Position Evaluation Committee was formed with a membership of three representatives of the AUFA and three representatives of AU. To work actively on the system and attendant operating procedures.~~

~~Together with a select resource group of AUFA members, the Joint AUFA the Board Position Evaluation Committee (the Committee) received presentations on various position evaluation methods and systems from six consulting firms. Two firms representing substantially different methodologies were asked to return to make a second presentation. After those presentations the Committee agreed to select William M. Mercer Ltd. as the consulting firm to assist the Committee with the design and implementation of a point factor position evaluation system which would follow the general attributes of the system marketed by William M. Mercer Ltd.~~

~~The Committee first met on April 13, 1983 and continued to meet as agreed through November 1983 in order to achieve its objectives as were outlined in Article 26. These objectives were:~~

~~"26.2" This committee will be charged with:~~

~~a. deciding on the use of internal or external resources to develop and implement the Position Evaluation System;~~

~~b. selection of an appropriate position evaluation method;~~

~~c. determining the parameters of the system including but not limited to:~~

~~☐ format of job descriptions~~

~~☐ classes of positions~~

~~☐ establishment of evaluation criteria~~

~~☐ proposed salary structure~~

~~☐ an evaluation/re-evaluation appeal process;~~

~~d. evaluation and development of other changes to this Agreement necessary to the implementation of this process;~~

~~e. monitoring the initial evaluation of all positions to be evaluated (see Schedule E);~~

~~f. ensuring that the above has been accomplished before negotiations concerning 198485 salaries/economic benefits take place.~~

~~The Committee presented a detailed position to the Board and the AUFA for ratification on October 13, 1983, but both parties directed their representatives to reopen the discussions of the Committee to attempt to resolve several areas of disagreement. The Committee held several meetings to resolve the outstanding issues and on November 8, 1983 completed a package that both parties agreed to take to their principles.~~

~~Following an AUFA ratification vote on November 21, 1983, the parties agree to implement the position evaluation system and related changes to the Agreement on July 1, 1984.~~

THE SYSTEM

A Staff Member who wants to know the specific wording regarding any issue is directed to the various sections and clauses of this Agreement, the AUFA, or to a Human Resources Officer.

A. Job Descriptions

~~As with most position evaluation systems, this system begins with a job or position description for every position on Schedule E. A job description serves as the basis for the evaluation of the job and results in the position's assignment to a salary range.~~

Job descriptions will normally be prepared by the supervisor of the position in conjunction with the current incumbent of the position (if any). Job descriptions are subject to Executive Officer approval and will be made available to the incumbent of the position (Section 4.3.2). If the incumbent disputes the duties and/or responsibilities listed in the approved job description, and cannot resolve the issue with

the incumbent's supervisor, the incumbent may apply to the appropriate Executive Officer and the President, in that order, for a final decision regarding those duties and responsibilities (Section 4.3.5).

Approved job descriptions are sent to a Human Resources Officer who presents the description to the next meeting of the Position Evaluation Committee, the members of which will be charged with evaluating positions in accordance with the Position Evaluation system outlined herein (see #B3).

B. Position Evaluation:

The position evaluation process is intended to result in the objective evaluation of each position that is subject to the system, relative to each other position in the system.

It is important to recognize the following facts about the system:

1. It is always the position which is evaluated, not the incumbent. The skill, education, experience, seniority, or other attribute of the incumbent of a position will not be considered by the Position Evaluation Committee.
2. Positions are evaluated on the basis of the approved job description which describes the position as it exists, or as it will exist for a new position.
3. It is recognized that positions change over time and that a position will have to be reviewed if duties change significantly.

JOB EVALUATION FACTORS

The factors and levels which are now in use in the position evaluation system are as follows:

A. Education/Experience

This factor defines the minimum of years of applicable education and/or related experience required to perform the job. Education in terms of this factor is defined as all formal programs available through recognized educational institutions.

Level Description

1. Less than 3 years applicable post secondary education and/or related experience required.
2. Minimum of 3 years post secondary education and/or related experience required.
3. Minimum of 5 years applicable post secondary education and/or related experience required.
4. Minimum of 7 years applicable post secondary education and/or related experience required.

5. Minimum of 9 years applicable post secondary education and/or related experience required.
6. Minimum of 11 years applicable post secondary education and/or related experience required.

B. Communication

This factor measures the main purpose of the communication that is required to perform the job. Communications can be verbal or written, and within or outside Athabasca University.

Level Description

1. Purpose of communication is to exchange clearly stated and easily understood facts or information.
2. Purpose of communication is to clarify or provide facts or information.
3. Purpose of communication is to discuss and investigate facts and information to address a variety of situations.
4. Purpose of communication is to interpret information to resolve problems.
5. Purpose of communication is to persuade counsel, influence or motivate.
6. Purpose of communication is to justify, defend, negotiate or settle matters.

C. Supervision

This factor measures the principle nature of the supervisory component of the position. Supervisory activities include: recruitment, selection, training, assignment or work, performance appraisal, and recommending salary changes and disciplinary action for Staff Members.

Level Description

1. No supervision of other positions is required.
2. Performs some supervisory activities on an intermittent basis (such as for freelance or project staff).
3. Performs some supervisory activities on a continuing basis.
4. Performs all supervisory activities on a continuing basis.
5. Performs all supervisory activities on a continuing basis and co-ordinates the supervision of diverse areas.

D. Impact of Service or Product

This factor measures the degree of impact that the service or product has on and/or for Athabasca University.

Level Description

1. Service or product is required to facilitate work of others; it has little impact beyond the immediate organizational unit.
2. Service or product has impact on the accuracy, reliability or acceptability of further processes or services.
3. Service or product has impact on the design or operation of systems, programs or equipment.
4. Service or product has impact on the work of others and on the development of major aspects of programs, products or projects.
5. Service or product has impact on the overall goals of the organization and affects large numbers of people on a long-term basis.

E. Independence of Action

This factor measures the independence of action and/or the degree and nature of work review received.

Level Description

1. Tasks require close control of accuracy, adequacy, and adherence to instructions.
2. Work and methods require review for accuracy, quality and compliance with instructions
3. Work and methods require review for accuracy and compliance with guidelines.
4. Actions and/or results are usually reviewed for soundness, appropriateness and conformity to policy and requirements.
5. Actions and results are generally considered sound and are reviewed only from an overall standpoint in terms of feasibility, compatibility and effectiveness.

F. Complexity

This factor measures the breadth, depth and diversity of the position functions.

Level Description

1. Work consists of duties that involve related steps, process or methods; analysis undertaken and/or responses made are readily discernable.
2. Work includes various duties that involve diverse processes and methods; analysis involves conditions and elements that must be identified and analyzed to discern interrelationships.
3. Work includes varied duties that require diverse processes and methods applied to a broad range of activities.

4. Work entails substantial depth of analysis within a broad range of activities in order to determine and apply the appropriate process/methods.

5. Work consists of broad functions and processes usually characterized by broad scope of application.

G. Planning

This factor measures the component of the position that requires the analysis of conditions, problems or questions and the extent of the planning which is required.

Level Description

1. Work involves treating a variety of conventional problems, questions, or situations in conforming with established criteria.

2. Work involves the routine investigation or analysis of conditions, problems or questions.

3. Work involves the investigation or analysis of unusual conditions, problems or questions.

4. Work involves planning to establish criteria, formulate projects, and assess program/function effectiveness.

5. Work involves extensive planning in order to develop and evaluate programs and their effectiveness and impact.

WEIGHTING

<existing language>

~~POSITION EVALUATION COMMITTEE~~

~~In September 1983 the University administration established a committee of Athabasca University managers known as the "Position Evaluation Committee". The Association agreed that Athabasca University could, if it so wished, include Association members on this committee both then and in the future.~~

~~This committee evaluated each position on Schedule D by application of the factors and levels and then assigning the appropriate points. The total points for a position were then the basis for the allocation of the position to a salary range in salary grid A-2. The results of this committee's "initial" evaluation in the fall of 1983 were made known to each Staff Member who occupied a position on Schedule E, and to the Association prior to the ratification votes.~~

~~Athabasca University has continued this committee to conduct position evaluations of new positions as well as reviews of re-described positions. This committee may call on the expertise of a Human~~

~~Resources Officer to obtain clarification of the position if necessary, and may request the presence of an incumbent of a position, the supervisor of a position, or any other person whom the committee believes may assist the committee in the performance of its duties.~~

EVALUATION APPEAL

The Position Evaluation System for **professional** positions ~~on Schedule D~~ incorporates an appeal process to allow the incumbent of such a position to appeal the evaluation of the position the incumbent occupies. This process is outlined in Section 9.6 of this Agreement.

SALARY IMPLICATIONS

The Position Evaluation System for **professional** positions ~~on Schedule E~~ incorporates several procedures to ensure that the incumbents of such positions are fairly treated with respect to their personal salary. ~~both on the implementation of the system on July 1, 1984, and in future years.~~ These procedures are outlined in Section 6.5, and are reflected by Schedule A-2 of this Agreement.

DETERMINATION OF POSITIONS ON SCHEDULE D

~~Unless otherwise agreed to by the Association and the Board, the type of positions which are subject to position evaluation shall remain constant over time. These shall be positions which, by virtue of their job descriptions, are not of an "academic" nature; that is, positions other than academic co-ordinators and instructional designers. The implementation of the position evaluation system will not affect certain existing processes; in particular:~~

~~a. regular and term positions will continue to be established as either "Academic (A)", or "Professional (P)" and appointments will be made on that basis;~~

~~b. other than as noted in c. below, Staff Members will be subject to the sections of this Agreement which apply to "A" or "P" appointments, depending upon the category of their current (pre July 1, 1984) position;~~

~~c. a Staff Member who held an Academic Professional appointment on June 30, 1984, but whose position was determined to be a professional appointment listed on Schedule D, may, if the Staff Member wishes continue to be subject to the sections of the Agreement which apply to Academic staff. That is, unless a current (pre July 1, 1984) Academic Professional agrees to change the Staff Member's designation from AP to P, the Academic Professional Staff Member shall not be subject to the terms of employment resulting from a position evaluation system.~~

~~d. notwithstanding b. and c. above, a Staff Member who knowingly and willingly accepts a regular or term appointment which is different in type (Academic or Professional) from the Staff Member's previous appointment, shall from that time forward be subject to the conditions of the agreement consistent with the Staff Member's new appointment, and shall not continue to be subject to the conditions of the Staff Member's previous appointment.~~

Remove Memorandum of Agreement – Position Evaluation System

Letter of Agreement - Professional and Academic Overload

Between The **Board of Governors of Athabasca University ("The Board")** ~~Governing Council~~ and The Athabasca University Faculty Association

The parties agree as follows:

When an Academic, Academic Professional, or Professional Staff Member and **The Board** ~~AUGC~~ mutually agree that the staff member shall perform duties in addition to those that form his or her normal workload, the Staff Member shall be paid based on one of the following:

☒ Schedule A-3

☒ Tutoring or other work normally performed by CUPE, Local 3911 members shall be paid at the amounts equal to those that would be paid at the highest rate (currently Step 5) under the Athabasca University and The Canadian Union of Public Employees, Local 3911, Collective Agreement.

☒ Professional work shall be classified according to the equivalent position ~~for the work in Schedule D~~ and the range of rates will be paid according to Schedule A-2.

☒ For work not covered in the points above, the rate of pay shall be not less than the Staff Member's current rate of pay.

Overload work assignments and payment for such work must be approved in advance by the Staff Member's supervisor and the appropriate Executive Officer. Payment for overload work shall not exceed the greater of \$12,000 or twenty (20) per cent of the individual Staff Member's annual salary.

~~AUGC~~ **The Board** will provide AUFA with a monthly report containing the following information on each agreement concluded under this letter of agreement since the previous report: the name of the AUFA member entering into the agreement and the name or description of the project. In addition, **The Board** ~~AUGC~~ will provide AUFA with a copy of every overload agreement upon request.

Signed this 22 day of April, 2004.

For the Council For the Association

"G. Martin" "J. Taylor"

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 16th day of January, 2019


Athabasca University Faculty Association


**The Board of Governors of
Athabasca University
ALAIN MAY**

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

And

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

Board Proposal October 26, 2018

4.3.4. A Staff Member's performance of the duties and responsibilities of the Staff Member's position shall be subject to periodic assessment. Such assessment is intended to promote a Staff Member's professional development and help the Staff Member maintain or improve the Staff Member's performance at or above a fully satisfactory standard.

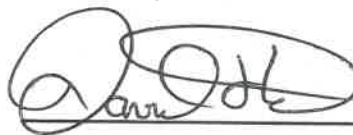
4.6.4. If the appropriate Executive Officer approves a recommended candidate, the Executive Officer shall request the President to make an offer of appointment to the recommended candidate specifying the classification/rank, salary and other conditions, and the President (or designate) shall make available an electronic copy of the Agreement.

*The parties agree to this proposal "in principle," subject to reaching agreement on all proposals.

Agreed to this 26th day of October 2018



Athabasca University Faculty Association



The Board of Governors of Athabasca University

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal June 18, 2019

5. Term Appointments

5.2 A term appointment shall be for a contractually limited period, and shall terminate automatically on a specified date. It shall not carry any implication that the term appointee will be considered for a regular appointment, **with the exception outlined in Article 5.5d**. A term appointment will normally be made where one or more of the following conditions apply:

Duration

- 5.5
- a. a term appointment may commence at any date during the year. With the exception of term appointments made under 5.2 c., f., and g., a term appointment will not normally exceed two (2) years;
 - b. a term position for which the need continues beyond the original term of the appointment normally shall be offered to the incumbent subject to satisfactory performance;
 - c. a term appointment of six (6) months or more duration shall be made in accordance with Sections 3.5 and 4.6 (Procedure).
 - d. **When a term appointment exceeds five (5) years, the appointment shall be converted to a regular appointment with an FTE consistent with the average FTE of the term appointment over the last five (5) years subject to the following conditions:**
 - (i) for a professional position, no further probationary period will be served;
 - (ii) for an academic position, the Tenure Review process as described in 3.2.5 shall apply.

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 18th day of June, 2019



Athabasca University Faculty Association



**The Board of Governors of
Athabasca University
DAVID HEAD**

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

Salary Increments

6.4.2. A Staff Member shall be awarded a merit increment upon the recommendation of the ~~appropriate Supervisor Executive Officer~~ and approval by the Executive Officer. ~~President~~.

6.4.3. A recommendation for a merit increment shall take into consideration information resulting from the annual assessment provided for in Sections 3.3 and 4.3 and such other information as may be considered by the Executive Officer as relevant to the recommendation.

6.4.6. A Staff Member shall have the right to appeal to the Appeal Committee, as provided in Article 9.5, a written recommendation for a salary increment of less than one (1) merit increment per year.


6.5.3. Notwithstanding any other Section or Clause of this Agreement, a Professional Staff Member who has a salary greater than the maximum of the range to which the Staff Member's position has been assigned shall:

- a. receive as part of base salary ~~100 per cent of~~ the cost-of-living adjustments agreed to by the Board and the Association; ~~in 1985 and successive years,~~
- b. not be eligible for any further merit increments.

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 20th day of September, 2018


Athabasca University Faculty Association


The Board of Governors of
Athabasca University
DAVID HEAD

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal August 1, 2018

Article 10 - Discrimination and Harassment

10. Notwithstanding any other provision of this Agreement the parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Staff Member in regard to any matter including salaries, classification, rank, appointment, promotion, tenure, permanency, reappointment, dismissal, research and study leave, fringe benefits, or any other terms and conditions of employment by reason of age, race, language, creed, colour, ancestry, national origin, political or religious affiliation or belief, gender, sexual orientation, marital status, family relationship, disability, personal or social life style, clerical or lay status, physical characteristics, place of residence, membership or activity in the Association, or activity in any legally constituted association.

10.2. The parties recognize that Staff Members who move to and reside in the Athabasca area may face financial challenges that are not shared by their colleagues who remain in or return to urban centres. Policies developed to meet these challenges that have been approved by the Board in consultation with the Association shall not be considered discrimination under the terms of this collective agreement.


10.3. The parties agree, however, that no member of the Association or person acting as an officer of Athabasca University shall take part in formal discussions or vote with regard to the determination of any specific term or condition of employment of a member of that person's immediate family.

10.4. The parties agree that Staff Members shall be able to work in an environment free from harassment. Instances of harassment shall be eligible to be processed as grievances. The parties acknowledge and endorse the fundamental principles of the ~~Alberta Human Rights, Citizenship, and Multiculturalism Act (as amended)~~ *Alberta Human Rights Act* (as amended) and the Athabasca University Anti-Harassment Policy (as amended with the consent of both parties to this agreement). The Parties agree that this agreement shall be applied in accordance with the terms of that Act and the Policy.

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 1st day of June, 2018


Athabasca University Faculty Association


for
The Board of Governors of
Athabasca University
DAVID HEAD

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal June 14, 2018

Article 11 - Academic and Professional Freedom

11.1. General

Although these statements occur within the body of this Agreement, the various items herein are not subject to negotiation, abrogation, or diminution in any way. They may, however, be subject to later interpretation. Staff Members shall not be hindered or impeded in any way by the Board or the Association from exercising their legal rights as citizens, nor shall they suffer any penalties because of the exercise of such legal rights.

11.2. Academic Freedom

The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research. The parties agree that they will not infringe or abridge the academic freedom of any member of the academic community. Members of the University community are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize Athabasca University and the Association, and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to basic research and teaching, course development and delivery in an honest search for knowledge.

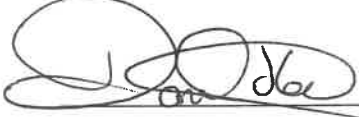
11.3. Professional Freedom

Each Professional Staff Member must be free to pursue excellence in the professional's field of competence, must be encouraged to contribute to the intellectual life of the University community, and must be encouraged to contribute to the intellectual life of the professional groups to which the Professional Staff Member belongs.

- The University proposes to withdraw their proposal amending Academic Freedom, subject to the Faculty Association withdrawing theirs.
- The parties agree to this proposal "in principle," subject to reaching agreement on all proposals.

Agreed to this 14th day of June, 2018


Athabasca University Faculty Association


The Board of Governors of
Athabasca University
~~DR. ALAN MAY~~
DAVID HEAD

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

Employer Proposal January 22, 2019

ARTICLE 12 - Position Reduction

12.1. Financial Stringency

- 12.1.1. Where the Board considers it necessary to discontinue staff appointments to alleviate financial exigencies which appear to be long term, the Board shall advise Staff Members whose appointments are to be discontinued in a written statement which indicates clearly the reasons for the discontinuation.
- 12.1.2. All Staff Members, other than those holding contractually limited appointments, whose appointments are to be discontinued because of the declared financial stringency, shall receive from the Board:
- a. a period of notice of not less than ~~twelve~~ (12) months. **The Board may elect to pay out the period of notice;** and
 - b. one (1) month's salary for each year of service to a maximum of six (6) months' salary.
- 12.1.3. Staff Members whose appointments have been discontinued as a result of financial stringency shall, on request, receive prior consideration over other applicants and shall one qualified. This prior consideration shall be given to Staff Members for a period of two (2) year in the case of probationary appointment and four (4) years in the case of a regular appointment.
- 12.1.4. Each Staff Member made an offer under Section 12.1.3 shall be given **fourteen (14) days** ~~one (1) month~~ from the date of receipt of notice of a vacancy to decide whether the Staff Member will accept the offer and shall be entitled to a further reasonable period of time to fulfill other employment commitments prior to returning to Athabasca University.
- 12.1.5. In the event that a Staff Member whose appointment was discontinued as a result of financial stringency is subsequently given a full-time appointment, the Staff Member shall receive such contractual status, right to leaves, and accumulated benefits as the Staff Member shall have enjoyed at the time of the discontinuation.

12.2. Redundancy

12.2.1. The Board shall not declare **an appointment** redundant, ~~or by reason thereof, take action to terminate any appointment~~, without the President first having given the Association sixty (60) days to provide advice thereon.

12.2.2. Positions may be declared redundant when one or all of the following conditions exist:

- a. **General Faculties Council** ~~Academic Council~~ recommends, ~~in accordance with section 15.2.8 of The Board of Governors of Athabasca University Bylaw~~, that the University discontinue offering specific courses, disciplines or programs.
- b. Enrolments in existing courses, disciplines or programs decline or enrolments in new courses, disciplines or programs do not achieve anticipated levels such that the number of staff required to support those offerings must be re-evaluated.
- c. Existing courses, disciplines or programs undergo reconfigurations which result in the University re-deploying its staff in support of changing priorities.
- d. The University reorganizes or eliminates activities, functions or departments and as a result the need for the number and type of staff must be re-evaluated.

12.2.3. Where the criteria in 12.2.2 exist, the President will notify the Association in accordance with section 12.2.1.

12.2.4. Both parties will use the time period in section 12.2.1 (60 days) to explore what, if any, options are available to mitigate the detrimental effects to members of the Association. Such options may include, but are not limited to:

- a. Retraining
- b. Redeployment of staff
- c. Early retirement

12.2.5. Where retraining is offered by the President as an alternative to discontinuance of appointments, Staff Members shall outline a program of study for the approval of the appropriate Executive Officer. Retraining shall include the continuation of salary and benefits for a period of time to be stated in the offer. Upon successful completion of retraining programs, Staff Members shall receive prior consideration over other applicants and shall receive first offers of appointment for the first available positions in their new fields which fall under the provisions of this agreement.

12.2.6. Where redeployment is offered by the Board as an alternative to discontinuance of appointments the revised set of duties may involve adding new duties to the Staff Member's existing position, sufficiently changing the work associated with the position to justify changing the title of the position of the Staff Member, transferring the Staff Member

to a different position within the University, or creating a new position by combining work previously associated with several positions.

If the revised set of duties results in the position being classified within a lower salary range, the Staff Member's current salary will not be reduced even if it is greater than the highest salary in the salary range for the Staff Member's revised position. In such a circumstance, the Staff Member's salary may become red-circled.

The appropriate Executive Officer will consult with the affected Staff Member when establishing the revised set of duties.

12.2.7 In the event that discontinuation of staff appointments becomes necessary:

- a. Staff Members whose appointments are to be discontinued shall be so advised by the Board in a written statement which indicates clearly the reasons for the discontinuation.
- b. All Staff Members, other than those holding contractually limited appointments, whose appointments are to be discontinued because of the declared redundancy, shall receive from the Board:
 - i. a period of notice of not less than twelve (12) months. **The Board may elect to pay out the period of notice;** and
 - ii. one (1) month's salary for each year of service to a maximum of six (6) month's salary.

12.2.8 In the event that the provisions of section 12.2.7 are implemented the Board will attempt to mitigate the detrimental effect to permanent Staff Members, where it is deemed feasible by the President, by:

- a. terminating any related contractees engaged as per the Letter of Understanding—Contracting Out, and
- b. releasing from employment term Staff Members.

12.2.9 In the event that a Staff Member whose appointment was discontinued as a result of redundancy is subsequently given a full-time appointment, the Staff Member shall receive such contractual status, right to leaves, and accumulated benefits as the Staff Member shall have enjoyed at the time of discontinuation.

12.2.10 Staff Members whose appointments have been discontinued as a result of redundancy shall, upon request, receive prior consideration over other applicants and shall receive the first offers of appointment for the first available positions for which they are qualified. This prior consideration shall be given to Staff Members for two (2) years in the case of probationary appointment and four (4) years in the case of a regular appointment.

12.2.11. Each Staff Member made an offer under 12.2.10 shall be given **fourteen (14) days** ~~one (1) month~~ from the date of receipt of notice of a vacancy to decide whether the Staff Member will accept the offer and shall be entitled to a further reasonable period of time to fulfill other employment commitments prior to returning to Athabasca University.

Agreed to this 22nd day of January, 2019


Athabasca University Faculty Association


The Board of Governors of
Athabasca University
DAVID HEAD

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal January 16, 2019

ARTICLE 15

Research and Study Leave

15.6. Application

15.6.1. Eligible Academic Staff Members shall make formal application to the supervisor in writing by October 1 of the year preceding the academic year (1 July to 30 June) in which the Research and Study Leave is to commence. Decisions on the granting of such leave shall be made by December 1 following the receipt of the formal application by the appropriate Executive Officer.

15.6.2. Eligible Professional Staff Members shall make formal application to the supervisor by October 1 or April 1 of any year. The application shall precede the date of the proposed leave by at least eight (8) months. Decisions on the granting of such leave shall be made within two (2) months of the receipt of the formal application by the appropriate Executive Officer.

15.6.3. An application for study leave shall include:

- a. the duration of leave requested;
- b. a statement of what the applicant intends to do during the proposed leave;
- c. where the purpose of the leave is graduate study or professional training the leave request shall include a plan that outlines steps and timeframes for completion.
- d. a statement of the value of the proposed activity to the professional development of the Staff Member;
- e. a statement of the proposed activities' value to the University;
- f. an estimate of the remuneration expected by the Staff Member from sources other than Athabasca University, including research grants, travel grants, fees, honoraria, etc.
- g. an estimate of any expenses the Staff Member may incur, including tuition fees, travel costs, etc.
- h. salary option in the case of Professional Staff applications.

15.7. Approval

15.7.1. A Staff Member shall be granted Research and Study Leave, provided that

- a. the leave is recommended by the supervisor on the basis of the merit of the application;
- b. the leave can be arranged within the priorities of the Division as determined by the ~~Executive Officer~~ supervisor;
- c. the leave and the dates of the leave are approved by the appropriate Executive Officer.

15.7.2. Where Research and Study Leave meets the criteria for approval on the basis of merit of the application but the leave is denied due to financial or staffing constraints, the application will be given first priority the following year or application period and shall not be unreasonably denied.

15.7.3. In the event an application is denied, the applicant shall receive within thirty (30) days a written report outlining the reasons for denial.

15.11 ~~Research and Study Leave~~ Travel and Relocation Fund

15.11.1 The Research and Study Leave Travel and Relocation Fund (RSLTRF) offsets travel and relocation expenses necessarily and reasonably incurred as a result of activities in accordance with Article 15-Research and Study Leave Activities:

- a. When a Staff Member travels to locations and for activities integral to the conduct of his or her Research and Study Leave.
- b. When a Staff Member and his or her family relocates residence as a result of a Research and Study Leave.

15.11.2 On April 1 of each year, \$15,000 shall be placed in the RSLTRF. By March 31 of the following year, any amount not disbursed shall be carried over in the following year. The RSLTRF Committee will review fund usage at the beginning of each fiscal year.

15.11.3 Funds shall be disbursed in accordance with the Research and Study Leave Travel and Relocation ~~Disbursement~~ Policy and Procedures.

15.11.4 The fund shall be administered by a RSLTRF Committee with four voting members:

- a. One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-2.
- b. One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-1.
- c. A Human Resources officer or designate as a voting member.
- d. The Vice-President, Finance and Administration or designate as a voting member.
- e. An Executive Officer or designate appointed by the President as a non-voting chair.
- f. RSLTRF Committee members serve two-year terms starting the first month following their selection. Committee members may serve subsequent terms.
- g. Each party is responsible for ensuring that their representatives are appointed to the committee

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this ^{15th}~~16th~~ day of January, 2019


Athabasca University Faculty Association


The Board of Governors of
Athabasca University
ALAIN MAY

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal August 27, 2018

Article 16 - Other Leaves

16.1.4. Leave with pay on the actual move day to a full-time Staff Member who maintains a self-contained household, and changes the Staff Member's place of residence, and who therefore must move the Staff Member's household effects during the Staff Member's normal working hours, shall be granted up to one (1) work day per payroll year.

16.4. Vacation Leave

- 16.4.1.
- a. Full-time Staff Members shall be entitled to twenty-two (22) working days' vacation leave with pay per payroll year.
 - b. Full-time Staff Members shall be entitled to twenty-three (23) working days' vacation after completion of 5 years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which five (5) years' service has been completed.
 - c. Full-time Staff Members shall be entitled to twenty-six (26) working days' vacation after completion of ten (10) years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which ten (10) years' service has been completed.
 - d. Full-time Staff Members shall be entitled to twenty-seven (27) working days' vacation after completion of fifteen (15) years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which fifteen (15) years' service has been completed.
 - e. Full-time Staff Members shall be entitled to thirty (30) working days' vacation after completion of twenty (20) years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which twenty (20) years' service has been completed.
- 16.4.2. A Staff Member shall not commence vacation leave without the written approval of the Staff Member's supervisor. Such approval shall not be unreasonably withheld.

- 16.4.3. Staff Members will normally be expected to take vacation leave entitlement every payroll year. However, the appropriate Executive Officer, on the recommendation of the Staff Member's supervisor, may authorize an accumulation of vacation leave to the entitlement accrued over two (2) calendar years.
- ~~16.4.4. Where a paid holiday falls within a vacation leave, a compensating day of vacation leave shall be provided, normally the working day immediately preceding or immediately following the vacation leave.~~
- 16.4.5. Vacation leave shall not ~~normally~~ be earned during a leave without pay or a sick leave after the second month of leave without pay or sick leave in any year.
- 16.4.6. Vacation leave entitlement, to the extent earned, may be applied to an absence due to sickness after the expiration of sick leave entitlement or in conjunction with any period of leave without pay, thereby reducing the period without pay.
- 16.4.7. Staff Members are expected to take full advantage of the vacation leave provided. Except where a Staff Member is terminated by Athabasca University, salary in lieu of vacation leave will not normally be paid. (The Staff Member who has been terminated shall receive pay in lieu of vacation leave at the Staff Member's regular rate.)
- 16.4.8. For Staff Members other than regular staff, rates of remuneration shall be calculated in a manner which accounts for vacation leave on a pro rata basis.
- 16.4.9. Vacation for part-time term appointments of less than one year in length will be paid in lieu of leave at a rate of 8%. After completing one year of part-time employment through a combination of appointments of any length, appointees shall begin to accumulate vacation leave entitlement.

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 27th day of August, 2018


Athabasca University Faculty Association


**The Board of Governors of
Athabasca University
DAVID HEAD**

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal June 14, 2018

16.6. Maternity Leave

16.6.1. A regular Staff Member shall be granted leave for maternity reasons for a period of not more than ~~fifteen (15)~~ sixteen (16) weeks maternity leave plus ~~thirty-seven (37)~~ sixty-two (62) weeks parental leave from the date of leaving to the date of return provided that she has completed ~~one (1)~~ ninety (90) days year of continuous service at the time of application as follows:

- a. The Staff Member shall be paid her regular salary and benefits for a full thirteen (13) week ~~three (3) month~~ period commencing at the beginning of the leave or ending at the termination of the leave;
- b. For the remaining period of leave during which salary is not paid, the Board shall pay its contribution to all those elements of the benefit program which can be continued during a period of maternity leave without pay.

16.6.2. a. A Staff Member holding a term appointment of less than five years shall be granted leave without pay for maternity reasons for a period not exceeding ~~fifteen (15)~~ sixteen (16) weeks maternity leave plus sixty-two (62) ~~thirty-seven (37)~~ weeks parental leave from the date of leaving to the date of return provided that she has completed ~~one (1)~~ year ninety (90) days of continuous service at the time of application.

b. A Staff Member with an initial term appointment of greater than five (5) years or with appointments totalling more than five (5) years will be eligible for maternity leave benefits as described in 16.6.1.

16.6.3. The Staff Member must provide the supervisor with at least six (6) weeks ~~twenty (20) working days'~~ notice in writing of the date upon which she intends to commence maternity leave. A Human Resources Officer may require a medical certificate giving the estimated date of delivery.

16.6.4. a. The Staff Member in consultation with her physician shall determine the date that maternity leave is to commence.

- b. Notwithstanding any date initially selected for the start of maternity leave, if a Staff Member subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date.

16.6.5. ~~The Staff Member may return to work thirty (30) working days after the date of confinement except where she presents a medical certificate that indicates that she is able to return earlier. She shall be returned to her former position or be placed in a comparable position for which she is qualified upon her return to work provided that she had indicated her intention to return to work by notifying the supervisor at least twenty (20) working days prior to the date she wishes to return to work.~~

16.7. Parental Leave

16.7.1. A regular Staff Member shall be granted leave for parental reasons provided that the father or adopting parent(s) has completed ~~one (1) year~~ ninety (90) days of continuous service at the time of application as follows:

- a. The Staff Member shall be paid his or her regular salary and benefits for a three (3) month period commencing at the beginning of the leave or ending at the termination of the leave;
- b. A Staff Member (father and/or adopting parent[s]) shall be entitled to not more than ~~thirty-seven (37)~~ sixty-two (62) weeks parental leave, with or without pay within the seventy-eight (78) ~~fifty-two (52)~~ week period immediately following the birth (in the case of a father or same-sex partner) or the placement of the child with the adoptive parent(s).
- c. If Staff Members are parents of the same child, one Staff Member may take parental leave wholly or it may be shared. Both parents may access parental leave, however, the combination of leaves cannot exceed seventy-eight (78) weeks ~~twelve (12) months~~.
Only one parent is eligible to receive the three (3) month period with his or her regular salary and benefits.
- d. For the period of leave during which salary is not paid, the Board shall pay its contribution to all those elements of the benefit program that can be continued during a period of parental leave without pay.

16.7.2. a. A Staff Member holding a term appointment of less than five years shall be granted

Leave without pay for parental reasons for a period not exceeding sixty-two (62) ~~thirty-seven (37)~~ weeks parental leave from the date of leaving to the date of return provided that the Staff Member has completed ninety (90) days ~~one (1) year~~ of continuous service at the time of application.

- b. A Staff Member with an initial term appointment of greater than five (5) years or with appointments totalling more than five (5) years will be eligible for parental leave benefits as described in 16.7.1.

16.7.3. The Staff Member must provide the supervisor at least ~~sixty (60) weeks' working days'~~ notice in

writing of the date upon which he or she intends to commence parental leave. Supporting evidence may be required to substantiate the purpose and application of such leave. The Staff Member must indicate his or her intention to return to work by notifying the supervisors at least four (4) weeks' ~~twenty (20)~~ working days prior to the date of return to work. The earliest Parental leave can start is after birth. If the birth occurs after the date originally provided by the Staff Member, the Staff Member must provide to their supervisor the revised Parental Leave dares.

16.7.4. The Staff Member shall return to his or her former position or be placed in a comparable position for which he or she is qualified provided that he or she had indicated his or her intention to return to work by notifying the supervisor at least four (4) weeks ~~twenty (20) working days~~ prior to the date he or she wishes to return to work.

*The parties agree to this proposal "in principle," subject to reaching agreement on all proposals.

Agreed to this 14th day of June, 2018


Athabasca University Faculty Association


The Board of Governors of
Athabasca University
DAVID HEAD

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal June 14, 2018

Article 19 - Removal and Relocation Allowances

19.1. Upon initial appointment to Athabasca University, a regular Staff Member shall be eligible to receive a removal allowance to assist the new Staff Member in the costs of physical removal of the Staff Member, the Staff Member's immediate family, and necessary personal effects from the Staff Member's place of residence at the time of appointment to Athabasca University.

19.2. The value of the removal allowance shall not normally exceed one (1) month of salary. However, where long distances or exceptional costs are involved, the appropriate executive officer may extend eligibility for, or the amount of, a removal allowance.

19.3. A removal allowance is paid to the Staff Member to offset expenses necessarily and reasonably incurred in moving to the University.

19.4. The removal allowance will be paid to the employee on the employees first scheduled pay date.

~~19.5. Where the Staff Member is in receipt of a relocation allowance or grant from the Staff Member's previous employer, it is taken into account in determining the amount of the removal allowance from Athabasca University. In general, the relocation allowance or grant from the previous employer plus the removal allowance from Athabasca University cannot exceed the actual expenses incurred by the Staff Member in the Staff Member's move to the University.~~

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 14th day of June, 2018


Athabasca University Faculty Association


The Board of Governors of
Athabasca University

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal June 14, 2018

Article 22 - Resignation

22.1. Notice Period

22.1.1. Regular full-time and part-time Staff Members are requested to provide at least twenty-one (21) working days' notice of intention to resign, exclusive of accrued vacation.

22.1.2. Other Staff Members should provide reasonable notice.

22.2. Exit Interview

22.2.1. Normally, an exit interview with the ~~Director~~, Chief Human Resources Officer, or designate will be arranged for Staff Members who have resigned.

*The parties agree to this proposal "in principle," subject to reaching agreement on all proposals.

Agreed to this 14th day of June, 2018


Athabasca University Faculty Association


The Board of Governors of
Athabasca University
DAVID HEAD

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal June 14, 2018

Article 26 - Equity

Principles


26.1.1. The pursuit, creation and dissemination of knowledge through teaching and research, which are the essential functions of the University, are best achieved if the diverse composition of Canadian society is well represented among academic and professional Staff Members. Therefore the parties are committed to increasing the proportion of Staff Members from underrepresented groups, taking positive action to reduce barriers to advancement, and ensuring their full participation in the University community.

26.1.2. The parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention and promotion of women, ~~aboriginal~~ Indigenous peoples, persons with disabilities and visible minorities, and other categories as may be defined in federal and provincial human rights legislation or agreed to by the parties.

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 14th day of June, 2018


Athabasca University Faculty Association


The Board of Governors of
Athabasca University
DAVID HEAD

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal January 16th, 2019

Letters of Memoranda of Agreement/Understanding

- Memorandum of Agreement – Position Evaluation System, December 14, 1983 - **DELETE**
- Letter of Agreement – Letter of Agreement- Regarding the Annual Settlement of Benefit Premium Surpluses/Deficits, Revised, November 2012 - **RENEW**
- Letter of Understanding – Contracting Out, September 29, 1997 - **RENEW**
- Letter of Understanding – Term Staff, September 29, 1997 - **DELETE**
- Letter of Agreement – Market Supplements, Amended July 1, 2006 - **RENEW**
- Letter of Agreement – Professional and Academic Overload, April 22, 2004 - **RENEW**
- Letter of Agreement – Productivity Awards, September 3, 2003 - **RENEW**
- Letter of Understanding – Joint Benefits Committee and Benefits Plan Reporting, September 28, 2015 - **RENEW**
- Letter of Agreement – Review of Professional Evaluation System, July 1, 2005 - **DELETE**
- Letter of Agreement – Accommodation of Staff Members with Disabilities, October 9, 2007 - **RENEW**
- Letter of Agreement – Support and mentoring of Academic Staff Members, October 9, 2007 - **DELETE**
- Letter of Agreement – Heritage Resources Management Undergraduate Interns, October 9, 2007 - **RENEW**
- Letter of Agreement – Editing and Indexing of the Terms and Conditions Agreement, October 9, 2007 - **DELETE**
- Letter of Understanding – Discretionary Benefit Funds, March 14, 2009 - **RENEW**
- Letter of Agreement – Deans, Feb 18, 2011 - **RENEW**
- Letter of Agreement – Regarding Pay Cycle Alignment , March 31, 2014 - **DELETE**
- Memorandum of Agreement Between the Board and AUFA April 23, 2014 - **DELETE**
- Interest Arbitration Award – Between the Board and AUFA - October 10, 2013 - **DELETE**
- Letter of Agreement- On Call and Callback Committee- Between the Board and AUFA- September 28, 2015 - **DELETE**

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 16th day of January, 2019


Athabasca University Faculty Association


**The Board of Governors of
Athabasca University
ALAIN MAY**

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

Article X – Term and Effective Date

- X.01 The term of this Collective Agreement shall be effective from July 01, 20__, and shall remain in force and effect until June 30, 20__ and from year to year thereafter unless amended or terminated.
- X.02 Notification of desire to amend may be given in writing by either Party during the period prior to its expiration of not more than one hundred and twenty (120) calendar days, and not less than sixty (60) calendar days.

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 26th day of October, 2018


Athabasca University Faculty Association


**The Board of Governors of
Athabasca University
DAVID HEAD**

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal June 18, 2019

2018/19 – 0%

2019/20 – 0%

*The parties agree to this proposal “in principle” subject to reaching agreement on all proposals.

Agreed to this 18th day of June, 2019



Athabasca University Faculty Association



**The Board of Governors of
Athabasca University
DAVID HEAD**

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal June 18, 2019

Letter of Agreement ("LOA") – Athabasca Region Spousal Hiring

Between

Athabasca University Faculty Association ("AUFA")

and

Board of Governors of Athabasca University ("The Board")


The parties agree as follows:

1. "Spouse" is defined as a married or common law partner of an AUFA Member;
2. Spouses of AUFA Members who report within the Athabasca Region may submit their name and email address to Human Resources, which will be kept on a Spousal Hiring Registry (the "Registry");
3. When an AUFA position becomes available, Human Resources will notify the spouses on the registry via email, of the posting.
4. To ensure currency of information, names and email addresses will be retained in the Registry until the end of the fiscal year, following which Spouses must re-submit their information.
5. This LoA will expire at the end of the term of this Collective Agreement.

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 18th day of June, 2019


Athabasca University Faculty Association
Athabasca University


The Board of Governors of
David Head

THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY

and

ATHABASCA UNIVERSITY FACULTY ASSOCIATION

University Proposal June 18, 2019

Letter of Agreement ("LOA")– Intellectual Property

Between

Athabasca University Faculty Association ("AUFA")

and

Board of Governors of Athabasca University ("The Board")

The parties agree as follows:

1. The Board will amend and develop an Intellectual Property Policy ("the Policy").
2. The Board will have completed the Policy, in draft form, by April 1, 2020.
3. Once the Board has completed the draft Policy (no later than April 1, 2020), the Board will engage in a consultative process with stakeholders, including AUFA.

*The parties agree to this proposal "in principle" subject to reaching agreement on all proposals.

Agreed to this 18th day of June, 2019


Athabasca University Faculty Association
Athabasca University


The Board of Governors of
David Head